

## LETTER AGREEMENT

June 28, 2013

Mr. Jason Little  
City Manager  
City of Melissa  
3411 Barker Avenue  
Melissa, Texas 75454

**Re: Hazardous Material Supplies (“County Salvage/Surplus Property”)**

Dear Jason:

### **I. Background**

As you know, Collin County, Texas (“County”), by and through County’s authority granted to its Fire Marshal’s Office (“Fire Marshal”), and the City of Melissa, Texas (“City”), by and through City’s authority granted to its Fire Department (“Fire Department”), entered into a Memorandum of Understanding (“MOU”), dated March 15, 2012. The MOU generally provided, among other things, that the Fire Marshal and Fire Department have a mutual interest in: (i) protecting the residents of County during hazardous materials incidents, public health emergencies and other emergency situations; and (ii) providing the capability to respond with the Fire Marshal’s hazardous materials trailer (“Trailer”) in the event an incident is declared to be a hazardous material incident. As such, the Fire Department agreed, among other things, to store the Trailer, and various supplies (collectively, “Hazardous Material Supplies”), at its central fire station (“Central Fire Station”) until a response was deemed necessary, thereby providing delivery, set-up services and other services set forth in the MOU. Likewise, the Fire Marshal equally agreed to provide various services under the MOU to further the mutual interest of both entities.

### **II. County Salvage/Surplus Property-Authority for Disposal**

The MOU included an Attachment A, which provided an inventory listing of the Hazardous Material Supplies that the Fire Marshall and Fire Department agreed would be stored at the Central Fire Station. County has now determined that the Hazardous Material Supplies constitute salvage property or surplus property (“County Salvage/Surplus Property”) pursuant to §263.151, TEX. LOC. GOV’T CODE. More specifically, County has investigated and determined that the Hazardous Material Supplies are County Salvage Property since the same is personal property, other than items routinely discarded as waste, that because of use, time, accident or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended.

In the alternative, County has further investigated and determined that the Hazardous Material Supplies are County Surplus Property since the same is personal property that is: (a) not salvage property or items routinely discarded as waste; (b) not currently needed by County; (c)

not required for County's foreseeable need; and (d) possesses some usefulness for the purpose for which they were intended. (*See* §263.151, TEX. LOC. GOV'T CODE).

Pursuant to §263.152(a)(1), TEX. LOC. GOV'T CODE, the County Commissioners Court may periodically sell County's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or political subdivision within the County that is selling the surplus or salvage property. Based on the fact that City is a political subdivision, and County finds that adequate consideration exists to give the Salvage/Surplus Property to City, at no financial cost to City, due to the fact that City, pursuant to the MOU, stored the Hazardous Material Supplies at its Central Fire Station and committed to, and actually did provide, assistance with hazardous material incidents in the County, utilizing the Hazardous Material Supplies. Because City committed and actually assisted in serving the goals of the MOU, as well as, storing the Hazardous Material Supplies for over a year, County is incapable of placing an attendant financial value on the same; therefore, County finds that it has complied with the intent and requirements set forth in Chapter 263, TEX. LOC. GOV'T CODE, in entering into this Letter Agreement.

### **III. Miscellaneous Provisions**

The individuals executing this Letter Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Letter Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Letter Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual signing this Letter Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

The parties agree that neither City nor County has waived its sovereign immunity by entering into and performing its obligations under this Letter Agreement.

This Letter Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Additionally, this Letter Agreement is not assignable.

This Letter Agreement, including the exhibit hereto labeled "A" is incorporated herein for all purposes, constitutes the sole and only agreement of the parties hereto, and supersedes any and all prior agreements or understandings, whether oral or written, between them regarding the subject matter contained herein. This Letter Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by the parties hereto.

Each signatory represents this Letter Agreement has been read by the party for which this Letter Agreement is executed and that such party has had the opportunity to confer with its counsel.

This Letter Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Letter Agreement shall be construed as a whole according to its fair

meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

Nothing in this Letter Agreement shall be construed to create any right in any third party not a signatory to this Letter Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Letter Agreement.

This Letter Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

If City agrees with the above, please sign in the space provided below.

Sincerely,  
COUNTY  
**COLLIN COUNTY, TEXAS,**  
a Texas political subdivision

By: \_\_\_\_\_  
Michalyn Rains, Purchasing Agent

AGREED TO AND ACCEPTED:  
CITY  
**THE CITY OF MELISSA, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Jason Little, City Manager

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**(County Salvage/Surplus County Property)**

**Hazardous Material Supplies**

Wells Cargo 20' Cargo Trailer (CC#43628) Model: EW2023W Custom

Tychem BR Fully Encapsulating Level B Suit

LG - 10

XL - 8

2X - 10

CSM Coverall Level B

MD - 4

LG - 3

2X - 6

Tyvek Coveralls

L - 3

XL - 2

2X - 4

3X - 2

Tychem Level A Suit

XL - 2

2X - 4

Nitrile Gloves

Size 7 - 12

Size 8 - 12

Size 11 - 12

16 inch Haz-Max Boots

Size 9 - 3

Size 10 - 3

Size 12 - 1

Evacu-Pack

L - 6

XL - 3

2X - 5

Advantage 3000 Full Face Respirator - 2

3M RRPAS Backpack Respirator - 3

MSA SCBA with Bottle and Mask - 4

Extra SCBA Bottle - 4

Cool Vest - 1

Water Heater (CC# 88256)  
3 Line Decontamination Shelter (CC# 45817)  
Small Command Post (CC# 45818)  
Curtain Set for Decontamination Shelter  
Small Anchor Kit for shelter  
Medium Anchor Kit for shelter  
Repair Kit for Small Command Post  
Repair Kit for 3 Line Decontamination Shelter  
10 Ft. Litter Conveyer (CC# 45816)  
Honda 1000 Watt Generator (CC# 41519, 41520, 41521) – 3  
Decon Liquid Transfer Pump (CC# 45718)  
U4Q Internal Berm – 1  
Liquid Sprayer – 2

Universal Sorbent 17x19x3/8 – 300  
Universal Sorbent Boom 5" x 10' – 4  
Universal Sorbent Roll 38" x 144' – 2  
8" x 18' Oil Boom – 10  
10' x 10' Tarp – 1  
Duct Tape – 2 rolls  
1 set of 6 screwdrivers  
Twin Light Set on Tripod – 4  
Single Light – 2  
Flat shovel – 3  
Nylon bag with light and extension cord – 1  
External Trailer Light – 1  
65 Gallon Over-Pack Drum – 4  
Water Cooler – 1  
Barrier Tape Dispenser – 1  
Trash Bags – 2 Boxes  
Plastic Back-Board – 2 (CC# 45719 & 45720)  
Trash Hook – 1

Weather Station – 1  
Weather Station Tripod – 1

Universal Sorbent Oil Boom 8" x 10' – 8

Magnetic Name Labels and tape

Chemical Resistant Gloves

L – 3 pr.

Chemical Protection Gloves

L – 8 pr.

Chemical Protection Bootie – 1 pr.

Advantage 1000 Nose cup – 1

Survey Meter, Dosimeter, and Dosimeter Charger – 6

Collapsible Cones, Orange – 6